

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

JOANN INC., *et al.*,¹

Debtors.

JOANN INC., *et al.*,²

Plaintiffs,

V.

ADVANTUS, CORP., FAIRFIELD
PROCESSING CORP., GWEN STUDIOS,
LLC, LOW TECH TOY CLUB, LLC, ORMO
ITHALAT IHRACAT A.S., SPRINGS
CREATIVE PRODUCTS GROUP, LLC.,

Defendants.

Chapter 11

Case No. 25-10068 (CTG)

(Jointly Administered)

Re: Docket No. 1464

Adversary No. 25-51022 (CTG)

Re: Adv. Docket No. 19

**NOTICE OF AMENDED³ AGENDA OF MATTERS SCHEDULED FOR
HEARING ON JULY 31, 2025 AT 9:30 A.M. (EASTERN TIME)
BEFORE THE HONORABLE CRAIG T. GOLDBLATT**

This proceeding will be conducted in-person.⁴ All counsel and witnesses are expected to attend unless permitted to appear remotely via Zoom. Please refer to Judge Goldblatt's Chambers Procedures (<https://www.deb.uscourts.gov/content/judge-craig-t-goldblatt>) and the Court's website (<http://www.deb.uscourts.gov/ecourt-appearances>) for information on who may participate remotely, the method of allowed participation (video or audio), Judge Goldblatt's expectations of remote participants, and the advance registration requirements. Registration is required by 4:00 p.m. (Eastern time) the business day before the hearing unless otherwise noticed using the eCourtAppearances tool available on the Court's website.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² The Plaintiffs in this adversary case are the Debtors listed in footnote one.

³ Amendments appear in bold print.

⁴ Parties to the Status Conference for the adversary proceeding may attend via Zoom.

RESOLVED MATTER

1. Motion of Tamarack Village Shopping Center, a Limited Partnership for Allowance and Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1) (Filed June 23, 2025) [Docket No. 1261]

Related Documents:

- (a) **Notice of Withdrawal of Motion of Tamarack Village Shopping Center, a Limited Partnership for Allowance and Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1) (Filed July 29, 2025) [Docket No. 1469]**

Objection Deadline: On consent of the parties, the objection deadline was extended until 4:00 p.m. on July 16, 2025 for the Debtors.

Responses Received:

- (a) Debtors' Objection to Motion of Tamarack Village Shopping Center, a Limited Partnership for Allowance and Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1) (Filed July 16, 2025) [Docket No. 1413]

Status: **Movant has withdrawn the Motion. This matter is moot.**

MATTER GOING FORWARD

2. Amended First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed May 16, 2025) [Docket No. 930]

Related Documents:

- (a) Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief (Entered February 14, 2025) [Docket No. 429]
- (b) First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed April 28, 2025) [Docket No. 760]
- (c) Third Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed May 12, 2025) [Docket No. 847]
- (d) Notice of Hearing on Amended First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Cavender Stores, L.P.) (Filed July 1, 2025) [Docket No. 1328]
- (e) Notice of Hearing on Amended First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed July 15, 2025) [Docket No. 1405]

- (f) Notice of Hearing on Amended First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed July 21, 2025) [Docket No. 1432]
- (g) **Declaration of Emilio Amendola of A&G Real Estate Partners, in Support of Debtors' Amended First Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases (Filed July 30, 2025) [Docket No. 1480]**

Objection Deadline: May 12, 2025 at 4:00 p.m. (ET).

Responses Received:

- (h) [Cotton Mill II, LLC] Objection to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed May 7, 2025) [Docket No. 823]
- (i) Objection of The Widewaters Group, Inc. to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed May 12, 2025) [Docket No. 849]
- (j) Objection of Myrtle Beach Farms Company, Inc. to First Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases (Filed May 12, 2025) [Docket No. 851]
- (k) Objection of DLC Management Corporation to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed May 12, 2025) [Docket No. 859]
- (l) [Cavender Stores, L.P.] Objection to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed May 12, 2025) [Docket No. 863]
- (m) Amended Objection to Proposed Assumption and Assignment of BV Wolf Creek, LLC Lease to Burlington Coat Factory Warehouse Corporation, and Objection to Proposed Form of Assumption Order (Filed May 21, 2025) [Docket No. 945]
- (n) Reply to Cavender Stores, L.P.'s Objection to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired (Filed May 27, 2025) [Docket No. 1002]
- (o) Objection of Myrtle Beach Farms Company, Inc. to Amended First Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases (Filed May 29, 2025) [Docket No. 1016]
- (p) Objection and Reservation of Rights of LNN Enterprises, Inc. to Amended First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed May 31, 2025) [Docket No. 1055]

- (q) Notice of Withdrawal of Cavender Stores, L.P.'s Objection to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases (Filed July 28, 2025) [Docket No. 1455]
- (r) Declaration of Jeffrey Morrow in Support of Assumption and Assignment of the Myrtle Beach, SC Lease to Burlington (Filed July 28, 2025) [Docket No. 1456]
- (s) Burlington Stores, Inc.'s Omnibus Reply to Objections to Burlington's Assignment and Assumption of Myrtle Beach, SC, Washington, UT, Bellevue, NE, Flagstaff, AZ, and Fayetteville, AR Leases (Filed July 28, 2025) [Docket No. 1457]
- (t) Witness and Exhibit List of Burlington Stores, Inc. Relating to Matters Scheduled for Hearing on July 31, 2025 at 9:30 a.m. (ET) (Filed July 29, 2025) [Docket No. 1461]
- (u) Witness and Exhibit List of BV Wolf Creek, LLC Relating to Matters Scheduled for Hearing on July 31, 2025 at 9:30 A.M. (ET) (Filed July 29, 2025) [Docket No. 1462]
- (v) **Myrtle Beach Farms Company, Inc.'s Exhibit List Relating to Matters Scheduled for Hearing Scheduled for July 31, 2025 at 9:30 A.M. (ET) (Filed July 29, 2025) [Docket No. 1465]**
- (w) **Declaration of James Jeffers in Support of Assumption and Assignment of the Myrtle Beach, SC Lease to Burlington (Filed July 29, 2025) [Docket No. 1468]**
- (x) **Amended Witness and Exhibit List of Burlington Stores, Inc. Relating to Matters Scheduled for Hearing on July 31, 2025 at 9:30 a.m. (ET) (Filed July 29, 2025) [Docket No. 1471]**
- (y) **Supplemental Objection of DLC Management Corporation to Proposed Lease Assignment (Filed July 29, 2025) [Docket No. 1473]**
- (z) **Burlington Stores, Inc.'s Amended Omnibus Reply to Objections to Burlington's Assignment and Assumption of Myrtle Beach, SC, Washington, UT, Bellevue, NE, Flagstaff, AZ, and Fayetteville, AR Leases (Filed July 29, 2025) [Docket No. 1474]**

Status: The following objections will go forward: (i) Cotton Mill II, LLC; (ii) The Widewaters Group, Inc.; (iii) Myrtle Beach Farms Company, Inc.; (iv) DLC Management Corporation; (v) BV Wolf Creek, LLC; and (vi) LNN Enterprises, Inc.

The following objections are adjourned: (i) WLPX Hesperia, LLC; (ii) Rayzor Ranch Marketplace Associates, LLC; and (iii) Cahill Road Partners, LLC, J2H 127 Building, LLC, 2075 Ford Parkway, LLC, and EBH 127 Building, LLC.

The following objection was resolved: Cavender Stores, L.P.

STATUS CONFERENCE VIA ZOOM

3. Debtors' Motion to (I) Enforce the Automatic Stay; (II) Enforce the Sale Order; and (III) for a Preliminary Injunction Pursuant to Sections 105(a) and 362(a) of the Bankruptcy Code (Filed June 14, 2025) [Adv. Proceeding No. 25-51022] [Adv. Docket No. 3]

Related Documents:

- (a) Adversary Complaint (Filed June 13, 2025) [Adv. Docket No. 1]
- (b) Memorandum of Law in Support of Debtors' Motion to (I) Enforce the Automatic Stay; (II) Enforce the Sale Order; and (III) for a Preliminary Injunction Pursuant to Sections 105(a) and 362(a) of the Bankruptcy Code (Filed June 14, 2025) [Adv. Docket No. 4]
- (c) Order Approving Stipulation for Extension of Time (Entered June 30, 2025) [Adv. Docket No. 7]
- (d) Reply Brief in Further Support of Debtors' Motion to (I) enforce the automatic Stay; (II) Enforce the Sale Order; or (III) for a Preliminary Injunction Pursuant to Sections 105(a) and 362(a) of the Bankruptcy Code (Filed July 10, 2025) [Adv. Docket No. 12]
- (e) Parties' Joint Submission to Request for Oral Argument on Debtors' Motion to (I) Enforce the Automatic Stay; (II) Enforce the Sale Order; and (III) for a Preliminary Injunction Pursuant to Sections 105(a) and 362(a) of the Bankruptcy Code (Filed July 18, 2025) [Adv. Docket No. 16]

Responses Received:

- (a) Defendants' Preliminary Objection to Debtors' Motion to (I) Enforce Automatic Stay; (II) Enforce the Sale Order; and (III) for a Preliminary Injunction Pursuant to Sections 105(a) and 362(a) of the Bankruptcy Code (Filed June 30, 2025) [Adv. Docket No. 8]
- (b) Declaration of Gordon Z. Novod in Support of Defendants' Preliminary Objection to Debtors' Motion to (I) Enforce Automatic Stay; (II) Enforce the Sale Order; and (III) for a Preliminary Injunction Pursuant to Sections 105(a) and 362(a) of the Bankruptcy Code (Filed June 30, 2025) [Adv. Docket No. 9]

Status: This matter will be going forward as a status conference via Zoom.

ADDITIONAL MATTER GOING FORWARD

4. **Motion of Burlington Stores, Inc. for Leave to File Late Amended Omnibus Reply to Objections to Burlington's Assignment and Assumption of Myrtle Beach, SC, Washington, UT, Bellevue, NE, Flagstaff, AZ, and Fayetteville, AR Leases (Filed July 29, 2025) [Docket No. 1475]**

Related Documents:

- (a) **Burlington Stores, Inc.'s Amended Omnibus Reply to Objections to Burlington's Assignment and Assumption of Myrtle Beach, SC, Washington, UT, Bellevue, NE, Flagstaff, AZ, and Fayetteville, AR Leases (Filed July 29, 2025) [Docket No. 1474]**
- (b) **Notice of Motion of Burlington Stores, Inc. for Leave to File Late Amended Omnibus Reply to Objections to Burlington's Assignment and Assumption of Myrtle Beach, SC, Washington, UT, Bellevue, NE, Flagstaff, AZ, and Fayetteville, AR Leases (Filed July 29, 2025) [Docket No. 1476]**

Objection Deadline: At the hearing

Responses Received: None at this time.

Status: This matter will be going forward.

[Remainder of page intentionally left blank]

Dated: July **30**, 2025
Wilmington, Delaware

/s/ Jack M. Dougherty

COLE SCHOTZ P.C.

Patrick J. Reilley (No. 4451)

Stacy L. Newman (No. 5044)

Jack M. Dougherty (No. 6784)

Michael E. Fitzpatrick (No. 6797)

500 Delaware Avenue, Suite 600

Wilmington, Delaware 19801

Telephone: (302) 652-3131

Facsimile: (302) 652-3117

Email: preilley@coleschotz.com
snewman@coleschotz.com
jdougherty@coleschotz.com
mfitzpatrick@coleschotz.com

- and -

HAHN LOESER & PARKS LLP

Christopher B. Wick (admitted *pro hac vice*)

200 Public Square, Suite 2800

Cleveland, Ohio 44114

Telephone: (216) 274-2489

Facsimile: (216) 241-2824

Email: cwick@hahnlaw.com

Co-Counsel to the Plan Administrator